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June 9, 2005

Mr. Charles L. A. Terreni  
Chief Clerk/Administrator  
South Carolina Public Service Commission  
Synergy Business Park, The Saluda Building  
101 Executive Center Drive  
Columbia, South Carolina 29210

**Re: Petition of MCImetro Access Transmission Services, LLC for Arbitration  
of Certain Terms and Conditions of Proposed Agreement with Farmers  
Telephone Cooperative, Inc., Home Telephone Company, Inc., PBT  
Telecom, Inc., and Hargray Telephone Company, Concerning  
Interconnection and Resale under the Telecommunications Act of 1996  
Docket No. 2005-67-C**

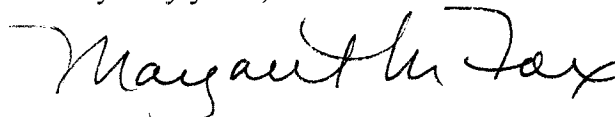
Dear Mr. Terreni:

Enclosed for filing in the above-referenced matter please find an original and ten (10) copies of a Joint Submission of Updated Unresolved Issues Matrix.

Please clock in a copy of the Matrix and return it with our courier.

Thank you for your assistance.

Very truly yours,



Margaret M. Fox

MMF/rwm  
Enclosures

cc: Parties of Record

**BEFORE THE**  
**PUBLIC SERVICE COMMISSION of**  
**SOUTH CAROLINA**

**DOCKET NO. 2005-67-C**

In Re: Petition of MCImetro Access Transmission )  
Services, LLC for Arbitration of Certain Terms )  
and Conditions of Proposed Agreement with )  
Farmers Telephone Cooperative, Inc., Home )  
Telephone Co., Inc., PBT Telecom, Inc., and )  
Hargray Telephone Company, Concerning )  
Interconnection and Resale under the )  
Telecommunications Act of 1996 )  
\_\_\_\_\_ )

FILED  
JUL 12 2005  
PUBLIC SERVICE COMMISSION

**JOINT SUBMISSION OF UPDATED UNRESOLVED ISSUES MATRIX**

Farmers Telephone Cooperative, Inc., Hargray Telephone Company, Home Telephone Company, Inc., and PBT Telecom, Inc. (the “RLECs”) and MCImetro Access Transmission Services, LLC (“MCI”) respectfully and jointly submit the attached Unresolved Issues Matrix, which sets forth the issues and the parties’ respective positions on the issues under the following headings:

Serving Customers Directly vs. Indirectly: Issue Nos. 6, 10(a), 15, 17

Regulatory Treatment of VoIP Service: Issue Nos. 7, 9, 11, 12

ISP-Bound Traffic/Virtual NXX: Issue Nos. 8, 10(b), 13

Reciprocal Compensation Rate: Issue No. 21

Calling Party Identification (CPN/JIP): Issue Nos. 3, 14, 16

Dispute Resolution/Continuation of Service: Issue No. 4

Indemnification and Limitation of Liability: Issue No. 5

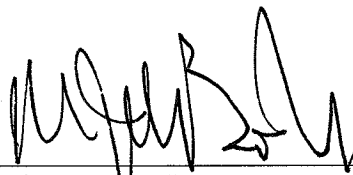
Service Order Charges: Issue No. 20

Issue Nos. 1, 2, 18, and 19 have been resolved between the parties.

In addition to the Unresolved Issues Matrix, we have enclosed a Disputed Language Matrix for the Commission's convenience. The two matrixes are the same, except the first lists the parties' respective positions on each issue, and the second contains the parties' respective proposed contract language for each issue.

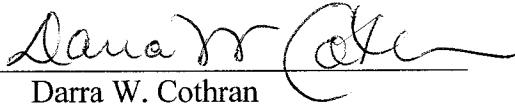
Respectfully submitted this 9th day of June, 2005.

By: \_\_\_\_\_



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AND PBT TELECOM, INC.

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TRANSMISSION SERVICES, LLC

# SC RLECs – MCImetro ARBITRATION -- UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-67-C

## 1. Serving Customers Directly vs. Indirectly - (Issues 6, 10(a), 15, 17)

| ISSUE # | SEC.            | § #  | UNRESOLVED ISSUE  | MCI POSITION  | SC RLEC POSITION   |
|---------|-----------------|------|---|---|--|
| 6       | GT&C, Glossary  | 2.17 | Should End User Customer be defined as only the End User directly served by the Parties to the contract?  | No. End User Customers may be directly or indirectly served. The Act expressly permits either direct or indirect service. (See Issue 10(a)).  | Yes. This agreement is limited in scope to the intralATA traffic exchanged between customers directly served by one party and the customers directly served by the other party. Other carriers that provide local exchange services to customers and wish to exchange traffic with the RLECs must establish their own interconnection or traffic exchange agreements with the RLECs. |
| 10(a)   | Interconnection | 1.1  | Should MCI have to provide service (a) only directly to end users and (b) only to End Users physically located in the same LAT A to be covered by this agreement? | (a) No. End User Customers may also be indirectly served by the Parties through resale arrangements. The Act requires both Parties to the contract to allow resale. The same “directly or indirectly” language is used in section 2.22 of ITCs’ model contract for defining interexchange customers. The ILECs thus do not attempt to limit the resale ability of IXCs, and there is no reason why they should try to do so regarding local exchange. | (a) For purposes of this agreement, yes. The traffic governed by this agreement is for telecommunications service provided by either Party to end user customers and not for service provided by MCI to a third party as a private carrier.  |

# **SC RLECs – MCI metro ARBITRATION -- UNRESOLVED ISSUES MATRIX**

## **Public Service Commission of South Carolina Docket No. 2005-67-C**

| ISSUE # | SEC.            | § # | UNRESOLVED ISSUE  | MCI POSITION   | SC RLEC POSITION  |
|---------|-----------------|-----|---|--|---|
| 15      | Interconnection | 3.1 | Does the contract need this limit of “directly provided” when other provisions discuss transit traffic, and issue of providing service directly to end users also is debated elsewhere? | No. This language is unnecessary and confusing in light of other provisions of the contract. | Yes. As discussed in Issues 6 and 10(a), third party traffic is not part of this agreement between the RLECs and MCI. |

# SC RLECs – MCImetro ARBITRATION -- UNRESOLVED ISSUES MATRIX

## Public Service Commission of South Carolina Docket No. 2005-67-C

| ISSUE # | SEC. | § # | UNRESOLVED ISSUE   | MCI POSITION  | SC RLEC POSITION  |
|---------|------|-----|--|---|---|
| 17      | LNP  | 1.1 | Should the Parties be providing service directly to End Users to port numbers? | No. This is not required for any industry definition of LNP. MCI is certified to do LNP for the End Users that indirectly or directly are on its network. Concerns that some resellers may not be telecommunications carriers or must provide the same type telecommunications services provided prior to the port is an illegal limit on what entities MCI can provide wholesale telecommunications services. The FCC has even allowed IP-Enabled (VoIP) service providers to obtain numbers directly without state certification See the FCC's CC Docket 99-200 order (Adopted: January 28, 2005 Released: February 1, 2005 ) granting SBC Internet Services, Inc. (SBCTS) a waiver of section 52.15(g)(2)(i) of the Commission's rules. And MCI knows no law requiring that the same type of Telecommunications Service provided prior to the port has to be provided. That is antithetical to the goals of competition. | Yes. The current FCC rules require only service provider portability. The RLEC language proposed in the agreement is consistent with the RLEC obligations and the FCC's rules regarding number portability. |

## SC RLECs – MCImetro ARBITRATION – UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-67-C

### II. Regulatory Treatment of VoIP Services - (Issues 7, 9, 11, 12)

| ISSUE # | SEC.           | § #  | UNRESOLVED ISSUE  | MCI POSITION  | SC RLEC POSITION   |
|---------|----------------|------|---|---|--|
| 7       | GT&C, Glossary | 2.26 | Does the contract need a definition of <i>Internet Protocol Connection</i> ?              | No. MCI is proposing to eliminate the VoIP discussions in the interconnection attachment that references this definition developed by SC ITCs and not from any FCC order or industry standards document.  | Yes. This term is used in several different sections of the agreement. By clearly defining the term <i>Internet Protocol Connection</i> , it makes the use and meaning of this term in the agreement clear and unambiguous. MCI argues that this term is not needed because it is only used in sections of the agreement which it believes are also not necessary.   |
| 9       | GT&C, Glossary | 2.52 | Should the contract define <i>VoIP</i> and provide for special treatment of VoIP traffic? | MCI is providing telecommunications services under this contract and plans to treat all but ISP traffic carried on its network the same way in terms of rating traffic based on the physical location of the end user. There is no need for the contract to describe how VoIP traffic will be or has been rated by the FCC. | Yes. The interconnection agreement should define the term <i>VoIP</i> . With all of the regulatory uncertainties surrounding how VoIP will be regulated, it is necessary to make it clear how VoIP is defined and how VoIP will be treated in the context of this agreement. The RLECs do not agree with how MCI has worded the second part of this issue. The RLECs are not asking for “special treatment of VoIP traffic.” The RLECs are attempting to make sure that both parties to this agreement are clear on how VoIP will be defined, how VoIP traffic will be exchanged between the parties, how the parties will determine the proper jurisdiction of VoIP calls, and how the parties will compensate each other for VoIP traffic. |

## SC RLECs – MCImetro ARBITRATION -- UNRESOLVED ISSUES MATRIX

### Public Service Commission of South Carolina Docket No. 2005-67-C

| Issue # | Sec.            | § # | UNRESOLVED ISSUE   | MCI POSITION   | SC RLEC POSITION  |
|---------|-----------------|-----|--|--|---|
| 11      | Interconnect    | 1.2 | Should references to VoIP traffic be included in the contract?                       | No. MCI is a telecommunications service provider. It is not proposing to treat VoIP traffic any differently than any other non-ISP dial-up traffic, which is rating the service by physical location of the originating and terminating points. Carving out VoIP and calling some information and some telecommunications services is confusing and unnecessary. | Yes. As stated in the RLEC positions in issues 7, 9, and 12, all references to VoIP as well as the definition of VoIP should be included in the agreement.  |
| 12      | Interconnection | 1.6 | Should there be language treating VoIP differently than other non-ISP-bound traffic? | No. VoIP does not need to be singled out.  | Yes. Because of the unique nature of VoIP traffic and because of the pending issues at the FCC regarding the appropriate regulatory classification and intercarrier compensation for VoIP, the environment is ripe for arbitrage. |

## SC RLECs – MCI Metro ARBITRATION -- UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-67-C

### III. ISP-Bound Traffic / Virtual NXX - (Issues 8, 10(b), 13)

| ISSUE # | SEC.           | § #                  | UNRESOLVED ISSUE  | MCI POSITION   | SC RLEC POSITION   |
|---------|----------------|----------------------|---|--|--|
| 8       | GT&C, Glossary | 2.25<br>2.28<br>2.34 | Is ISP traffic in the SC or FCC's jurisdiction in terms of determining compensation when FX or virtual NXX service is subscribed to by the ISP? | See Issue No. 10 (b). ISP traffic is in the FCC's jurisdiction and subject to reciprocal compensation treatment pursuant to its ISP Remand Order as amended by the CoreCom decision. The Texas PUC recently clarified that its order applying access charges to CLEC FX traffic only applied to non-ISP traffic and that the FCC's ISP Remand order applies to ISP traffic. While MCI believes that it is discriminatory to allow LECs to rate their FX and virtual NXX traffic as local when CLECs are not allowed to do the same, it will not litigate this issue, as concerns the ITCs, for non-ISP traffic in light of the Commission's previous decisions. However, MCI reserves the right to have its FX and virtual NXX services rated as local if the FCC preempts the subset of states that have inconsistent rulings on the rating of CLEC FX or virtual NXX services. | The issue in dispute between the RLECs and MCI is not, as MCI suggests, whether ISP-Bound traffic is in the jurisdiction of the South Carolina Commission or the FCC. The issue is what constitutes ISP-bound traffic, especially when the CLEC assigns a virtual NXX as a dial-up ISP number and the ISP is not physically located in the RLEC's local calling area. Under the RLECs' proposed language all types of interexchange calls, including dial-up ISP calls using a virtual NXX, are to be treated consistent with the Commission's and the FCC's existing rules which exclude all such calls from reciprocal compensation and ISP intercarrier compensation. |

# SC RLECs – MCImetro ARBITRATION -- UNRESOLVED ISSUES MATRIX

## Public Service Commission of South Carolina Docket No. 2005-67-C

| Issue # | Sec.            | § # | UNRESOLVED ISSUE  | MCI POSITION   | SC RLEC POSITION   |
|---------|-----------------|-----|---|--|--|
| 10(b)   | Interconnection | 1.1 | Should MCI have to provide service (a) only directly to end users and (b) only to End Users physically located in the same LAT A to be covered by this agreement? | (b) No. ISP traffic is under the FCC's jurisdiction, and it never said its ISP recip compensation orders do not apply to FX traffic. FX/ISP provider customers do not have to be physically located in the LAT A to be treated the same as voice traffic. The FCC has established a compensation regime for ISP traffic that does not require payment of access charges. | (b) For purposes of this agreement, yes. The physical location of the originating and terminating customer determines the jurisdiction of the call. This principle is consistent with the Commission's previous decisions in the US LEC and Adelphia Arbitration cases.  |
| 13      | Interconnection | 2.4 | Should all intralATA traffic be exchanged on a bill and keep basis or should reciprocal compensation apply when out of balance?                                   | MCI believes reciprocal compensation rates should apply for ISP and non-ISP Local /EAS traffic if out of balance (60/40). MCI believes the recent CoreCom ruling allows it to seek reciprocal compensation for ISP traffic in new markets.   | Compensation for IntralATA Traffic should be in the form of the mutual exchange of services provided by the other Party with no per minute of use billing related to the exchange of such IntralATA Traffic. From the beginning of negotiations, the RLECs proposed that there be no per minute of use billing for the exchange of IntralATA Traffic under the agreement because MCI is a CLEC and can change business plans at any time in order to serve a certain sub-set of end users customers, and it can use regulatory arbitrage to its financial advantage. RLECs do not have this flexibility to choose certain customers, because they are carriers of last resort and have an obligation to provide basic local exchange service to all end user customers within their respective certificated service areas. |

## SC RLECs – MCI metro ARBITRATION -- UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-67-C

### IV. Reciprocal Compensation Rate - (Issue 21)

| ISSUE # | SEC.               | § # | UNRESOLVED ISSUE   | MCI POSITION   | SC RLEC POSITION  |
|---------|--------------------|-----|--|--|---|
| 21      | Pricing Attachment | D   | What should the reciprocal compensation rate be for out-of-balance Local/EAS or ISP-bound traffic? | This is the rate set in the FCC's order on CLEC reciprocal compensation rates. | As discussed in Issues 8 and 13, there is not a need for a reciprocal compensation rate. In fact, during the entire course of negotiations the Parties never discussed what would be the appropriate reciprocal compensation rate. All of the discussion surrounded if there should even be reciprocal compensation. This issue has not been discussed in negotiations and is not ripe for arbitration. |

# SC RLECs – MCImetro ARBITRATION -- UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-67-C

## V. Calling Party Identification (CPN/JIP) - (Issues 3, 14, 16)

| ISSUE # | SEC.            | § #   | UNRESOLVED ISSUE  | MCI POSITION   | SC RLEC POSITION   |
|---------|-----------------|-------|---|--|--|
| 3       | GT&C            | 9.5   | Should companies be required to provide JIP (Jurisdiction Information Parameter) information?                     | No. This is not a mandatory field. No other ILEC has asked that MCI provide this information, let alone on 90% of calls. The National Information Industry Forum is still working on rules for carriers choosing to populate this field for VOIP traffic and wireless carriers. The revised instructions for landline carriers was only released in December. MCI does not oppose putting “OR” as a condition of providing this or CPN on calls. But there is only a legal mandate to provide CPN currently.   | Yes. RLECs should have the ability to determine the proper jurisdiction of the calls delivered to their switches. Jurisdiction Information Parameter (JIP) is one of the pieces of information that is available and technically feasible which supports the RLECs ability to establish the proper jurisdiction of calls terminating to their networks. The NIIF strongly recommends that JIP be populated for both wireline and wireless carriers where technologically possible. |
| 14      | Interconnection | 2.7.7 | Should Parties be required to provide (a) CPN and JIP and (b) and pay access charges on all unidentified traffic? | MCI (a) is willing to provide CPN or JIP, but not both as the latter is an optional SS7 parameter. (No other ILEC has proposed that MCI must provide JIP) and (b) believes that all unidentified traffic should be priced at same ratio as identified traffic. A price penalty should not be applied for something MCI does not control. MCI is open to audits and studies by either Party if one or the other thinks the 10% or more of traffic missing CPN information is an effort to avoid access charges. | Yes. In order to properly identify the jurisdiction of the traffic exchanged between the parties, the parties should be required to provide CPN and JIP. The parties should have an incentive to properly identify the jurisdiction of the traffic exchanged between them.   |

# **SC RLECs – MCImetro ARBITRATION -- UNRESOLVED ISSUES MATRIX**

## **Public Service Commission of South Carolina Docket No. 2005-67-C**

| ISSUE # | SEC.            | § # | UNRESOLVED ISSUE  | MCI POSITION  | SC RLEC POSITION   |
|---------|-----------------|-----|---|---|--|
| 16      | Interconnection | 3.6 | Should Parties have to provide the specified signaling parameters on all calls? | No. Percentages for CPN have been set above and JIP is not mandatory. MCI will agree not to alter parameters received from others, but it cannot commit to more 90% CPN being provided. | Yes. All signaling parameters are to be included in the signaling information whatever the source. |

## SC RLECs – MCImetro ARBITRATION -- UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-67-C

### VI. Dispute Resolution / Continuation of Service - (Issue 4)

| ISSUE # | SEC. | § #    | UNRESOLVED ISSUE  | MCI POSITION   | SC RLEC POSITION  |
|---------|------|--------|---|--|---|
| 4       | GT&C | 13.3.1 | Should parties be required to keep providing service to one another during dispute resolution over payment for service? | <p>Yes. MCI believes that ITCs should not be able to disrupt service to customers during the pendency of a dispute over billing as this language would allow.</p> <p>The ITCs should be allowed to discontinue service only if MCI loses the dispute and payment is not being made. The ITCs can [petition the Commission to discontinue service and disrupt end users if MCI is viewed as abusing dispute process to not pay bills.</p> <p>MCI believes that requiring escrow payments of disputed amounts is a burden it should not have to bear if the ILEC is wrongfully or inaccurately billing it. The dispute process can take a great deal of time in reaching a resolution and MCI cannot agree to pay monies out that it does not believe it owes.</p> | <p>The RLECs need the ability to cut off service while a billing dispute is pending. Billing disputes are sometimes asserted without good cause and can be ongoing over a lengthy period of time during which the disputed amount can grow quite large. The RLECs can agree not to cut off service for a billing dispute if MCI pays the disputed amounts into escrow pending resolution.</p> |

## SC RLECs – MCI metro ARBITRATION -- UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-67-C

### VII. Indemnification and Limitation of Liability - (Issue 5)

| ISSUE # | SEC.   | § #       | UNRESOLVED ISSUE   | MCI POSITION  | SC RLEC POSITION   |
|---------|--------|-----------|--|---|--|
| 5       | GT & C | 22.2-22.4 | Should the parties' liability to each other be limited, and should they indemnify each other for certain claims? | No. Neither party should escape liability for wrongs it commits in the eyes of the law. | Yes. The RLECs have built and maintained the facilities at issue and are required by law to allow MCI to use such facilities. However, the RLECs should not be required to incur liability (particularly when the amount of the liability is unknown and potentially large) to MCI or to third parties as a result of MCI's use of the facilities. |

# SC RLECs – MCImetro ARBITRATION -- UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-67-C

## VIII. Service Order Charges - (Issue 20)

| ISSUE # | SEC.               | § #               | UNRESOLVED ISSUE                              | MCI POSITION  | SC RLEC POSITION   |
|---------|--------------------|-------------------|---|---|--|
| 20      | Pricing Attachment | C<br>1, 2, &<br>4 | Are the ordering charges just and reasonable? | No. They are very high where manual ordering is the only choice. There would be no incentive for the ITCs to move to electronic ordering systems with rates this high. Some Bell companies set manual rates high to encourage CLECs to use electronic ordering systems but with these ITCs MCI has no cheaper alternative. Further, there is no reason to charge a higher price for cancellations and change orders. There should be no charge for cancellations because there is no additional work being done. There should be a lower charge not higher one for changes to the original order. Usually it's only one feature or a later due date being sought at the customer's request. | The rates proposed by the RLECs are just and reasonable. |

# SC RLECs – MCImetro ARBITRATION – DISPUTED LANGUAGE MATRIX

Public Service Commission of South Carolina Docket No. 2005-67-C

## I. Serving Customers Directly vs. Indirectly - (Issues 6, 10(a), 15, 17)

| ISSUE # | SEC.            | § #  | UNRESOLVED ISSUE  | MCI LANGUAGE   | SC RLEC LANGUAGE   |
|---------|-----------------|------|---|--|--|
| 6       | GT&C, Glossary  | 2.17 | Should End User Customer be defined as only the End User directly served by the Parties to the contract?  | A retail business or residential end-user subscriber to Telephone Exchange Service provided directly <u>or indirectly</u> by either of the Parties.  | A retail business or residential end-user subscriber to Telephone Exchange Service provided directly by either of the Parties.   |
| 10(a)   | Interconnection | 1.1  | Should MCI have to provide service (a) only directly to end users and (b) only to End Users physically located in the same LATAs to be covered by this agreement? | This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntralATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party. This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to the Act. | This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntralATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party, <b>where each Party directly provides Telephone Exchange Service to its End User Customers physically located in the LATAs.</b> This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to the Act. |

# SC RLECs – MCI metro ARBITRATION – DISPUTED LANGUAGE MATRIX

## Public Service Commission of South Carolina Docket No. 2005-67-C

| ISSUE # | SEC.            | § # | UNRESOLVED ISSUE  | MCI LANGUAGE   | SC RLEC LANGUAGE  |
|---------|-----------------|-----|---|--|---|
| 15      | Interconnection | 3.1 | Does the contract need this limit of “directly provided” when other provisions discuss transit traffic, and issue of providing service directly to end users also is debated elsewhere? | Dedicated facilities between the Parties’ networks shall be provisioned as two-way interconnection trunks. The direct interconnection trunks shall meet the Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275 | Dedicated facilities between the Parties’ networks shall be provisioned as two-way interconnection trunks, <b>and shall only carry IntraLATA traffic originated or terminated directly between each Parties End User Customers.</b> The direct interconnection trunks shall meet the Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275 |

# SC RLECs – MCI metro ARBITRATION – DISPUTED LANGUAGE MATRIX

## Public Service Commission of South Carolina Docket No. 2005-67-C

| ISSUE # | SEC. | § # | UNRESOLVED ISSUE   | MCI LANGUAGE   | SC RLEC LANGUAGE  |
|---------|------|-----|--|--|---|
| 17      | LNP  | 1.1 | Should the Parties be providing service directly to End Users to port numbers? | The Parties will offer service provider local number portability (LNP) in accordance with the FCC rules and regulations. Service provider portability is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. The dial tone must be derived from a switching facility that denotes the switch is ready to receive dialed digits. | The Parties will offer service provider local number portability (LNP) in accordance with the FCC rules and regulations. Service provider portability is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. <b>Under this arrangement, the new Telecommunications Service provider must directly provide Telephone Exchange Service or resell an end user local exchange service through a third party Telecommunications Service provider to the End User Customer porting the telephone number.</b> The dial tone must be derived from a switching facility that denotes the switch is ready to receive dialed digits. <b>In order for a port request to be valid, the End User Customer must retain their original number and be served directly by the same type of Telecommunications Service subscribed to prior to the port.</b> |

## SC RLECs – MCI Metro ARBITRATION – DISPUTED LANGUAGE MATRIX

Public Service Commission of South Carolina Docket No. 2005-67-C

### II. Regulatory Treatment of VoIP Services - (Issues 7, 9, 11, 12)

| Issue # | SEC.           | § #  | UNRESOLVED ISSUE  | MCI LANGUAGE  | SC RLEC LANGUAGE   |
|---------|----------------|------|---|---|--|
| 7       | GT&C, Glossary | 2.26 | Does the contract need a definition of <i>Internet Protocol Connection</i> ?              | (Delete definition of Internet Protocol Connection) | INTERNET PROTOCOL CONNECTION (IPC). The IPC is the connection between the ISP and the customer where end user information is originated or terminated utilizing internet protocol.   |
| 9       | GT&C, Glossary | 2.52 | Should the contract define <i>VoIP</i> and provide for special treatment of VoIP traffic? | (Include no VoIP definition)                        | VOIP OR IP-ENABLED TRAFFIC.<br><br>VoIP means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes: Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and Voice traffic originated on the PSTN, and which terminates on IPC; and Voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN. |

# SC RLECs – MCI metro ARBITRATION – DISPUTED LANGUAGE MATRIX

Public Service Commission of South Carolina Docket No. 2005-67-C

| ISSUE # | SEC.         | § # | UNRESOLVED ISSUE   | MCI LANGUAGE  | SC RLEC LANGUAGE   |
|---------|--------------|-----|--|---|--|
| 11      | Interconnect | 1.2 | Should references to VoIP traffic be included in the contract? | ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely provide Information Services. CLEC agrees that it is requesting and will use this arrangement for purposes of providing mainly Telecommunications Services and that any provision of Information Service by CLEC will be incidental to CLEC's provision of Telecommunications Services. | ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely provide Information Services. CLEC agrees that it is requesting and will use this arrangement for purposes of providing mainly Telecommunications Services and that any provision of Information Service by CLEC (including VoIP Services) will be incidental to CLEC's provision of Telecommunications Services. <b>The classification of certain forms of VoIP (as defined in this Agreement) as either Telecommunications Service or Information Service has yet to be determined by the FCC. Accordingly, ILEC has no obligation to establish an interconnection service arrangement for CLEC that primarily is for the provision of VoIP.</b> |

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|---------|-----------------|-----|--|--------------------------|--|
| 12      | Interconnection | 1.6 | Should there be language treating VoIP differently than other non-ISP-bound traffic? | (Delete this paragraph.) | Jurisdiction of VoIP Traffic, as defined in this Agreement, is determined by the physical location of the End User Customer originating VoIP Traffic, which is the geographical location of the actual Internet Protocol Connection (IPC), not the location where the call enters the Public Switched Telephone Network (PSTN). In addition, the FCC has ruled that phone-to-phone calls that only utilize IP as transport are Telecommunication Services. Jurisdiction of such calls shall be based on the physical location of the calling and called End User Customer. Signaling information associated with IP-Enabled Voice Traffic must comply with Sections 3.5 and 3.6 of this Interconnection Attachment |

## SC RLECs – MCI Metro ARBITRATION – DISPUTED LANGUAGE MATRIX

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### III. ISP-Bound Traffic / Virtual NXX - (Issues 8, 10(b), 13)

| ISSUE # | SEC.           | § #                  | UNRESOLVED ISSUE   | MCI LANGUAGE   | SC RLEC LANGUAGE   |
|---------|----------------|----------------------|--|--|--|
| 8       | GT&C, Glossary | 2.25<br>2.28<br>2.34 | Is ISP traffic in the SC or FCC's jurisdiction in terms of determining compensation when FX service is subscribed to by the ISP? | <p><b>INTRALATA TRAFFIC</b><br/>Telecommunications traffic that originates and terminates in the same LATAs, including but not limited to IntralATA toll, ISP bound and Local/EAS. <u><b>ISP bound traffic will be rated based on the originating and terminating NPA-NXX.</b></u></p> <p><b>ISP-BOUND TRAFFIC</b><br/>ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) <u><b>that may be physically located in the Local/EAS area of the originating End User Customer or has purchased FX service from the CLEC. The FCC has jurisdiction over ISP traffic and sets the rules for compensation for such traffic</b></u></p> <p><b>LOCAL/EAS TRAFFIC</b><br/>Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in ILEC's tariff. <u><b>ISP-bound traffic may be carried on local interconnection trunks but will be rated based on the originating and terminating NPA-NXX.</b></u></p> | <p><b>INTRALATA TRAFFIC</b> Telecommunications traffic that originates and terminates in the same LATAs, including but not limited to IntralATA toll, ISP bound and Local/EAS.</p> <p><b>ISP-BOUND TRAFFIC</b><br/>ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) <b>who is physically located in an exchange within the Local/EAS area of the originating End User Customer.</b><br/>Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's Local/EAS area will be considered switched toll traffic and subject to access charges.</p> <p><b>LOCAL/EAS TRAFFIC</b><br/>Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in ILEC's tariff.</p> |

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|---------|-----------------|-----|---|--|--|
| 10(b)   | Interconnection | 1.1 | Should MCI have to provide service (a) only directly to end users and (b) only to End Users physically located in the same LAT A to be covered by this agreement? | This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party. This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to the Act. | This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party, <b>where each Party directly provides Telephone Exchange Service to its End User Customers physically located in the LAT A.</b> This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to the Act. |

# SC RLECs – MCI Metro ARBITRATION – DISPUTED LANGUAGE MATRIX

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|---------|-----------------|-----|--|---|---|
| 13      | Interconnection | 2.4 | Should all intral.ATA traffic be exchanged on a bill and keep basis or should reciprocal compensation apply when out of balance? | <p>The Parties agree to only route Intral.ATA Traffic over the dedicated facilities between their networks. Interl.ATA Traffic shall be routed in accordance with Telcordia Traffic Routing Administration instruction and is not a provision of this Agreement. Both Parties agree that compensation for intral.ATA Traffic shall be in the form of the mutual exchange of services provided by the other Party with no additional billing <u>if the traffic exchange is in balance.</u></p> <p><u>Traffic is considered out-of-balance when one Party terminates more than 60 percent of total Local/EAS traffic exchanged between the Parties. The Parties also agree that the compensation for ISP-bound traffic when out of balance is governed by the FCC's orders on compensation for ISP-bound traffic, specifically (1) the so-call ISP Remand Order (Intercarrier Compensation for ISP-based Traffic, Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Red 9151 (2001)) and (2) the modifications to that order made in the FCC's decision on Core Communications' forbearance request (Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. Paragraph 161 (c) from Application of the ISP Remand Order, WC Docket No. 03-171, released October 18, 2004).</u></p> <p><u>Traffic studies may be requested by either party to determine whether traffic is out of balance. Such traffic studies will not be performed more than four times annually. Should a traffic study indicate that Local/EAS/ISP-bound traffic exchanged is out-of-balance, either Party may notify the other Party that mutual compensation between the Parties will commence in the following month. The Parties agree that charges for termination of Local/EAS and ISP-bound Traffic on each Party's respective networks are as set forth in the Pricing Attachment.</u></p> | <p>The Parties agree to only route Intral.ATA Traffic over the dedicated facilities between their networks. Interl.ATA Traffic shall be routed in accordance with Telcordia Traffic Routing Administration instruction and is not a provision of this Agreement. Both Parties agree that compensation for Intral.ATA Traffic shall be in the form of the mutual exchange of services provided by the other Party with no additional billing <b>related to exchange of such traffic issued by either Party except as otherwise provided in this Agreement.</b></p> |

# **SC RLECs – MCI metro ARBITRATION – DISPUTED LANGUAGE MATRIX**

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## **IV. Reciprocal Compensation Rate - (Issue 21)**

| Issue # | Sec.               | § # | UNRESOLVED ISSUE   | MCI LANGUAGE | SC RLEC LANGUAGE                                    |
|---------|--------------------|-----|--|--------------|---|
| 21      | Pricing Attachment | D   | What should the reciprocal compensation rate be for out-of-balance Local/EAS or ISP-bound traffic? | \$0.0007     | (No rate, traffic exchanged on bill and keep basis) |

## SC RLECs – MCI/metro ARBITRATION – DISPUTED LANGUAGE MATRIX

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### V. Calling Party Identification (CPN/JIP) - (Issues 3, 14, 16)

| Issue # | Sec. | § # | UNRESOLVED ISSUE  | MCI LANGUAGE   | SC RLEC LANGUAGE  |
|---------|------|-----|---|--|---|
| 3       | GT&C | 9.5 | Should companies be required to provide JIP (Jurisdiction Information Parameter) information? | The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard automatic message accounting records made within each Party's network. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company, including originating signaling information. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data. | The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard automatic message accounting records made within each Party's network. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company, including <b>the JIP and</b> originating signaling information. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data. |

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|---------|-----------------|-------|---|--|---|
| 14      | Interconnection | 2.7.7 | Should Parties be required to provide (a) CPN and JIP and (b) and pay access charges on all unidentified traffic? | <p>If either Party fails to provide accurate CPN (valid originating information) <u>or</u> Jurisdiction Information Parameter (“JIP”) on at least ninety percent (90%) of its total originating INTRALATA Traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner.</p> <p><b><u>All unidentified traffic will be treated as having the same jurisdictional ratio as the ninety (90%) of identified traffic.</u></b> The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.</p> | <p>If either Party fails to provide accurate CPN (valid originating information) <b>and</b> Jurisdiction I Information Parameter (“JIP”) on at least ninety percent (90%) of its total originating INTRALATA Traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner. <b>The remaining ten percent (10%) of unidentified traffic will be treated as having the same jurisdictional ratio as the ninety (90%) of identified traffic.</b> If the unidentified traffic exceeds ten percent (10%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to ILEC’s applicable access charges. The originating Party will provide to the other Party, upon request, information to demonstrate that Party’s portion of traffic without CPN or JIP traffic does not exceed ten percent (10%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.</p> |

# SC RLECs – MCI Metro ARBITRATION – DISPUTED LANGUAGE MATRIX

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| ISSUE # | SEC.            | § # | UNRESOLVED ISSUE  | MCI LANGUAGE   | SC RLEC LANGUAGE   |
|---------|-----------------|-----|---|--|--|
| 16      | Interconnection | 3.6 | Should Parties have to provide the specified signaling parameters on all calls? | <p>Signaling Parameters: ILEC and CLEC are required to provide each other with the proper signaling information (e.g. originating accurate Calling Party Number and destination called party number, etc.) pursuant 47 C.F.R. § 64.1601, to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be <b><u>passed along as received</u></b>, including CPN, JIP, Originating Line, Calling party category, Charge Number, etc. All privacy indicators will be honored</p> | <p>Signaling Parameters: ILEC and CLEC are required to provide each other with the proper signaling information (e.g. originating accurate Calling Party Number, <b>JIP</b>, and destination called party number, etc.) pursuant 47 C.F.R. § 64.1601, to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be <b>provided</b> including CPN, JIP, Calling party category, Charge Number, etc. All privacy indicators will be honored.</p> |

## SC RLECs – MCI Metro ARBITRATION – DISPUTED LANGUAGE MATRIX

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### VI. Dispute Resolution / Continuation of Service - (Issue 4)

| Issue # | SEC.   | § #    | UNRESOLVED ISSUE  | MCI LANGUAGE  | SC RLEC LANGUAGE   |
|---------|--------|--------|---|---|--|
| 4       | GT & C | 13.3.1 | Should parties be required to keep providing service to one another during dispute resolution over payment for service? | <u>Continuous Service.</u> The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement. | <u>Continuous Service.</u> The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure <b>(other than a dispute related to payment for service)</b> , and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement. |

# SC RLECs – MCI metro ARBITRATION – DISPUTED LANGUAGE MATRIX

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## VII. Indemnification and Limitation of Liability - (Issue 5)

| Issue # | SEC. | § #       | UNRESOLVED ISSUE   | MCI LANGUAGE  | SC RLEC LANGUAGE  |
|---------|------|-----------|--|---|---|
| 5       | GT&C | 22.2-22.4 | Should the parties' liability to each other be limited, and should they indemnify each other for certain claims? | MCI proposes deletion of all of sections 22.2-22.4. | <p>22.2 Indemnification</p> <p>22.2.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:</p> <p>(1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;</p> <p>(2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and</p> <p>(3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.</p> <p>Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages as defined in Section 22.3.3 of this Agreement.</p> <p>22.2.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the</p> |

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|---------|------|-----|------------------|--------------|---|
|         |      |     |                  |              | <p>Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.</p> <p>(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.</p> <p>(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.</p> <p>(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.</p> <p>22.3 Limitation of Liability</p> <p>22.3.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.</p> <p>22.3.2 Except as otherwise provided in Section 22, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first</p> |

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|---------|------|-----|------------------|--------------|--|
|         |      |     |                  |              | <p>Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.</p> <p>22.3.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.</p> <p>22.4 Intellectual Property</p> <p>Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.</p> |

# **SC RLECs – MCI Metro ARBITRATION – DISPUTED LANGUAGE MATRIX**

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## **VIII. Service Order Charges - (Issue 20)**

| ISSUE # | SEC.                  | \$ #              | UNRESOLVED<br>ISSUE                                 | MCI LANGUAGE   | SC RLEC LANGUAGE   |
|---------|-----------------------|-------------------|---|--|--|
| 20      | Pricing<br>Attachment | C<br>1, 2, &<br>4 | Are the ordering<br>charges just and<br>reasonable? | <p>Rates for all 4 RLECs:</p> <ul style="list-style-type: none"> <li>• Service Order Charge (LSR) - \$15.00</li> <li>• Service Order Cancellation Charge - No Charge.</li> <li>• Order Change Charge - \$5.00</li> </ul> | <p>Rates for all 4 RLECs:</p> <ul style="list-style-type: none"> <li>• Service Order Charge (LSR) - \$22.00</li> <li>• Service Order Cancellation Charge – \$5.00</li> <li>• Order Change Charge - \$5.00</li> </ul> |